



**CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
OF SAN MATEO COUNTY**

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# **REQUEST FOR PROPOSALS**

## **CONSULTANT SERVICES TO SUPPORT A COUNTYWIDE STORMWATER QUALITY FUNDING INITIATIVE**

City/County Association of Governments of San Mateo County (C/CAG)  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

August 20, 2012

For further information contact:

Matthew Fabry, Program Coordinator  
San Mateo Countywide Water Pollution Prevention Program  
Phone: 650 599-1419  
Fax: 650 361-8227  
E-Mail: [mfabry@smcgov.org](mailto:mfabry@smcgov.org)

**AUGUST 20, 2012**  
**REQUEST FOR PROPOSALS (RFP)**  
**FOR CONSULTANT SERVICES**  
**TO IMPLEMENT A**  
**STORMWATER QUALITY FUNDING INITIATIVE**

**DUE BY SEPTEMBER 14 (12 NOON)**

The City/County Association of Governments of San Mateo County (C/CAG) is inviting proposals to develop a viable public financing mechanism for both countywide and local stormwater management activities mandated under municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits. In San Mateo County, compliance with stormwater regulatory requirements is currently achieved jointly by C/CAG through its San Mateo Countywide Water Pollution Prevention Program (on issues of countywide or regional significance) and its 21 member agencies at the local level. C/CAG also provides technical assistance to its member agencies on regulatory requirements. C/CAG is seeking technical assistance to evaluate available funding options for stormwater quality programs, gauge public support for the most likely options, quantify current and anticipated expenditures (at both the local and C/CAG levels) necessary for meeting stormwater regulatory mandates, provide public outreach and education, and pursue implementation of the preferred financing mechanism to meet determined funding needs.

The qualified firm shall conduct research; analyze results; provide administrative, legal, and technical support to C/CAG; develop and recommend strategies; develop public education materials; provide outreach; perform public opinion polling; develop an engineer's report as needed; and provide the necessary technical support to conduct an election within San Mateo County for imposing a fee to provide a stable, long-term funding source to meet mandatory regulatory requirements for both C/CAG and the local agencies.

Proposals must be addressed and submitted no later than **12 Noon on September 14, 2012**, as follows:

City/County Association of Governments  
**Stormwater Management Funding Initiative**  
Attn: Matthew Fabry, Program Manager  
San Mateo Countywide Water Pollution Prevention Program  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

## **BACKGROUND**

C/CAG established its Countywide Water Pollution Prevention Program (Countywide Program) in the early 1990s in response to the initial municipal stormwater permit issued to San Mateo county jurisdictions. The Countywide Program collaborates with twenty two public agencies in San Mateo County, including San Mateo County, all 20 of the incorporated cities and towns, and the San Mateo County Flood Control District. The Countywide Program's primary purpose is to assist C/CAG's member agencies in meeting federally and state-mandated stormwater regulations specifically targeting the discharge of pollutants in urban runoff from municipal separate storm sewer systems (MS4s). The Countywide Program includes all of the incorporated and unincorporated areas of San Mateo County.

The 1987 amendments to the Federal Clean Water Act designated urban runoff as a point source discharge of pollutants requiring permitting under the National Pollutant Discharge Elimination System (NPDES). The United States Environmental Protection Agency promulgated rules and regulations under the NPDES permit program to reduce the discharge of pollutants in urban runoff to the maximum extent practicable on November 16, 1990. NPDES permitting regulations have been delegated to the State of California, and the program is administered by the State Water Resources Control Board and its nine Regional Water Quality Control Boards (Regional Boards). The jurisdictions in San Mateo County are regulated by the San Francisco Bay Regional Board, although a small section of the southwestern corner of unincorporated county drains to an area of the Pacific Ocean regulated by the Central Coast Regional Board. The Regional Boards issue, oversee, and enforce compliance with NPDES permits within their jurisdictional areas, with permits issued for five-year terms and including additional requirements pursuant to the state's water code, the Porter-Cologne Water Quality Control Act.

Although San Mateo jurisdictions have been regulated under countywide municipal NPDES permits since the early 1990s, the San Francisco Bay Regional Board issued a Municipal Regional Permit in November 2009 that regulates all jurisdictions in San Mateo, Santa Clara, Alameda, and Contra Costa Counties (with the exception of Antioch, Brentwood, Oakley, and eastern Contra Costa County), and the cities of Fairfield, Suisun City, and Vallejo. The Municipal Regional Permit can be downloaded from the San Francisco Bay Regional Board's website at [www.swrcb.ca.gov/rwqcb2/](http://www.swrcb.ca.gov/rwqcb2/) and details on the Countywide Program can be found on its website at [www.flowstobay.org](http://www.flowstobay.org) or C/CAG's website at [www.ccag.ca.gov](http://www.ccag.ca.gov).

C/CAG currently receives revenue from a countywide property-related fee that is assessed on the property tax rolls through the San Mateo County Flood Control District. Some of C/CAG's member agencies also have their own local stormwater fees on the tax rolls. C/CAG and the local agencies also receive stormwater pollution prevention program funding from two county-specific vehicle license fees, the first of which was authorized through the state legislative process and is set to expire at the end of 2012 and the second of which was approved by voters in 2010 and in effect for 25 years. Unfortunately, these combined revenue sources are insufficient to fund present and anticipated stormwater regulatory requirements. Thus, the need to increase resources for both C/CAG and its member agencies to remain in compliance with Municipal Regional Permit requirements is critical.

## **SCOPE OF WORK**

C/CAG is seeking a fully qualified consultant or consultant team who has actual demonstrated experience and can perform the following tasks and services. The work is anticipated to be performed in the designated phases, with decision points on whether to proceed after each phase.

### Phase I (Tasks 1 to 3)

**Task 1** – Consultant shall analyze current and projected Countywide Program and local agency expenditures and sources of funding for meeting existing and anticipated Municipal Regional Permit requirements. Consultant shall meet individually with Countywide Program and local agency staffs to perform this analysis.

**Task 2** – Consultant shall evaluate potential funding sources, recommend which funding enhancement options should be pursued by the Countywide Program and local agencies, and provide recommendations for how the Countywide Program and local agencies could revise or restructure existing funding methods in a manner that best links funding sources with compliance activities (e.g., street sweeping costs on garbage bills, new and redevelopment costs through developer fees, etc.). The evaluation shall consider:

- The pros and cons of each source;
- The political viability of each source;
- Any legal restrictions and considerations for their use;
- Determine if they require any legislative changes or additional authorizations to implement;
- The future reliability of each source;
- The estimated amount each funding source may generate for the stormwater program;
- The estimated implementation cost of the most viable funding options; and,
- Timing and next steps for implementation of the most viable funding options.

**Task 3** – Provide a recommended scope and approach for opinion research and survey to measure the political viability of increasing funding either with a voter-decided parcel tax, a property owner decided fee, or another viable funding option. Consultant shall conduct a statistically valid countywide public opinion survey.

Polling shall test public awareness, understanding, and receptiveness to finance stormwater compliance programs. All aspects of property owners and voters within the County should be polled including single family residents, retail business owners, hotels, industry leaders, public land trusts and others deemed appropriate.

When considering the timing and strategy of the opinion poll, it will be important to consider impacts from recent and planned elections involving fees, assessments, and other revenue generation proposals within the County.

#### Phase II (Task 4)

**Task 4** – Should a property-related assessment be the preferred option, a revenue report shall be prepared along with an action plan for implementing the funding enhancement options supported by the Countywide Program and local agencies. An estimated cost to develop the revenue report and action plan shall be included in the consultant’s cost proposal. C/CAG is interested in evaluating revenue structures that will incentivize on-site stormwater management; the recommended funding mechanism shall consider revenue structures that include both base rates to address stormwater impacts from public infrastructure (e.g., roads, sidewalks, parking lots) and general program administration costs and parcel-specific rates to address private parcel impacts, with mechanisms to incentivize on- or off-site stormwater retention and management via reductions in the private parcel portion of the rate structure. This may require analysis of individual parcels to determine contributory impervious areas. Categories shall be explored to find out how to divide parcels for assessment, and the need for exemptions for certain parcel classes shall be considered. Additionally, all legal aspects in determining an impervious area per parcel shall be included.

#### Phase III (Tasks 5 & 6)

**Task 5** – Assist C/CAG and the Countywide Program with the implementation of any funding enhancement options and provide the necessary technical support for successful passage, including development of any ballot measures, authorizing resolutions, public hearing information, and associated schedules. Consultant shall be capable of providing strategic analysis, expert opinions, and recommended strategies for how best to ensure successful passage of a recommended funding measures.

**Task 6** – Public education may be required to inform and educate citizens about funding enhancement options and associated approval processes. The consultant shall develop a recommended community engagement/education program and implementation approach, including consideration of mailers, community workshops, social media, engagement with editorial boards, education of elected officials, etc. Any proposed outreach or education program shall be developed to ensure it does not constitute advocacy for the measure.

#### **PROJECT SCHEDULE**

The project period for this consultant shall commence as quickly as possible (assume Notice to Proceed in mid-November).

#### **CONSULTANT SELECTION AND RANKING CRITERIA**

The Countywide Program will establish an Ad-Hoc Oversight Workgroup (Workgroup) that shall be responsible for selecting and recommending the consultant to the Countywide Program’s NPDES and C/CAG’s Congestion Management Technical Advisory Committees for formal recommendations for contract award to the C/CAG Board. The anticipated timetable for consultant selection process is as follows (subject to revision):

<b>August 20, 2012</b>	Request for Proposal Released
<b>August 30</b>	Pre-Proposal Meeting (1:00 to 2:30)
<b>September 14</b>	<b>Proposals Due (12 Noon)</b>
<b>Week of September 24</b>	Conduct Interviews (if needed) and Workgroup Recommends Selection
<b>October 16 &amp; 18</b>	NPDES and CMP TAC Review and Recommendation to C/CAG Board
<b>November 8</b>	C/CAG Board Consider Contract Approval

The submitted proposals will be evaluated consistent with the below-listed criteria. The selected consultant will be chosen according to the highest ranking from the written proposal and the oral interview, if warranted.

C/CAG reserves the right to select the vendor it determines to be the highest qualified firm to perform the requested services.

The evaluation of the proposal and the interview will include the following criteria:

1. Demonstrated competence and professional qualifications necessary for satisfactory performance of the services required by the Countywide Program and local agencies.
2. Experience performing similar services.
3. Experience with and understanding of the Countywide Program and San Francisco Bay Regional Board stormwater regulations.
4. Understanding of the work required by C/CAG and proposed approach for the scope of work.
5. Quality and responsiveness of the proposal to the stated requirements.
6. References.
7. Background and related experience of the specific individuals to be assigned to the project.
8. Proposed compensation.
9. As reflected above, a contract award will not be based solely on price, but on a combination of factors determined to be in the best interest of C/CAG and the local agencies. Given the expertise required for this RFP is highly specialized, C/CAG reserves the right to negotiate a contract with the firm determined to offer unique and unmatched expertise. After evaluating the proposals, C/CAG reserves the right to further negotiate the scope of work, method of delivery, and amount of compensation.

## **PROCESS**

Proposals must be presented in accordance with the requirements specified in this RFP. **Five (5) printed proposals and one electronic proposal on CD or other media must be submitted to C/CAG's offices (attention Matthew Fabry, Program Coordinator) no later than September 14 at 12 Noon. Late proposals will not be accepted.**

Countywide Program and selected Workgroup representatives will be available for a pre-proposal meeting on August 30 at 1:00 PM to discuss the project and answer questions. This meeting will be held at C/CAG's offices at 555 County Center, 5<sup>th</sup> Floor in Redwood City. No reservations are required.

The Countywide Program's Workgroup will conduct interviews, as needed, the week of September 24. Should interviews be warranted, each firm selected to be interviewed shall be allotted 30 minutes to make a presentation followed by a 15 minute question and answer period from the Workgroup representatives.

The Workgroup's consultant selection recommendation will be considered by the Countywide Program's NPDES and C/CAG's Congestion Management Technical Advisory Committees at their regularly scheduled meetings on October 16 and 18, respectively, or at specially called meetings.

Following a recommendation of approval of a consultant by the Technical Advisory Committees, and after negotiations between C/CAG staff and the selected consultant(s) have taken place, the contract will be placed on the C/CAG Board's agenda for consideration of approval on or about November 8, 2012.

## **PROPOSAL FORMAT**

Proposal format and content are important, but length is limited as specified below. Clarity and conciseness are essential and will be considered in assessing the firm's responsiveness and capabilities. Proposals shall use a minimum 12-point size font. All five copies of the proposal should be double-sided. Each page shall measure 8 ½ by 11 inches with one inch margins.

The proposal should be organized in the following manner:

1. Cover Letter (1 page)
2. Title Page (1 page) – Include the RFP subject, name of firm, location address, telephone number, fax number, email address, and date. The project manager shall be designated and be the principal contact for C/CAG. Indicate other firms serving as sub-consultants, as appropriate.
3. Proposal Content – This section should clearly convey the consultant understands the work to be undertaken. The consultant should detail the following:

- a. Organizational chart (1 page) – Identify principal-in-charge, project manager, staff, and other team members.
  - b. Work Plan (4 pages maximum) – Identify management approach, relevant project issues, scope of work, and describe all proposed consultant tasks.
  - c. Project Tasks (2 pages maximum) – Provide a spreadsheet which shows, in detail, the number of hours per task and each person/classification assigned to each task.
  - d. Project Schedule (2 pages maximum) – Identify project schedule to include meetings reports, deliverables, Workgroup review, and submittal dates.
  - e. Statement of Qualifications (5 pages maximum) – Provide a summary of the firm(s) information, direct work experience, references, and brief resumes of key team members. The consultant group must show experience related to the scope of work with capabilities to complete all the tasks from the beginning to the end of the project.
4. Cost Proposal – Detailed payment schedules including hourly rates for each category of personnel assigned to the project and other direct expenses **shall not** be included in the proposal, but shall be submitted in a separate envelope.

These schedules must specify the following information:

- a. A range of costs by task and by phase to complete the entire effort from polling through community education, campaign, and funding measure initiative.
- b. Show project deliverables and due dates.
- c. Budget for direct costs for all public outreach printing, postage, and website management.

Fees paid to the consultant shall be on a time and materials basis up to a negotiated maximum amount per signed contract. Any extra work deemed necessary by the consultant must be pre-approved and authorized by C/CAG in writing. No payment will be made on any unauthorized work performed by the consultant or sub-consultants.

The consultant shall implement Phase I of the work described in this RFP. Upon the successful completion of these tasks, satisfactory performance of the consultant, and favorable public opinion, C/CAG shall consider authorizing the consultant to proceed to Phase II, then Phase III.

The selected consultant's payment schedule will either be accepted in whole or C/CAG will negotiate an acceptable payment schedule with the consultant. If C/CAG and the consultant are unable to agree upon a payment schedule, then the Workgroup will look to the next highest qualified consultant. Please find enclosed a copy of C/CAG's Consulting Services Agreement that



will be used to execute an Agreement between C/CAG and the selected consultant. **Changes to the agreement cannot be made.** If the terms and conditions are not acceptable to the consultant, then C/CAG reserves the right to negotiate with another firm.

This solicitation does not commit C/CAG to pay any costs incurred by consultants in preparing and presenting proposals or to select any consultant that chooses to propose. This solicitation covers only the work described herein and does not commit C/CAG to any work beyond what is described herein.

Thank you for proposing to provide services under this request.

Sincerely,

A handwritten signature in cursive script that reads "Matthew Fabry".

Matthew Fabry, P.E.

Program Coordinator

C/CAG – San Mateo Countywide Water Pollution Prevention Program

Attachment – C/CAG's Consulting Services Agreement

**AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
AND THE CONSULTANT**

This Agreement entered this \_\_\_\_ Day of \_\_\_\_ **2012**, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and \_\_\_\_\_, hereinafter called "CONSULTANT."

**W I T N E S S E T H**

WHEREAS, C/CAG is prepared to award funding for consulting services for development of **PROJECT DESCRIPTION**; and,

WHEREAS, the purpose of the PROJECT DESCRIPTION is \_\_\_\_; and,

WHEREAS, \_\_\_\_; and,

WHEREAS, The C/CAG Board has reviewed the CONSULTANT's proposed scope of work and request for funding and has determined they are consistent with the adopted C/CAG Budget for Fiscal Year 2012-13 and the CONSULTANT has the requisite qualifications to perform this work;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Services to be provided by CONSULTANT.** In consideration of the payments hereinafter set forth, the CONSULTANT shall provide services in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.
2. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall make payment to CONSULTANT in the manner specified herein and in Exhibit A in an amount not to exceed \_\_\_\_\_. In the event that C/CAG makes any advance payments, CONSULTANT agrees to refund any amounts in excess of the amount owed by C/CAG at the time of termination of this Agreement.
3. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. **Non-Assignability.** CONSULTANT shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any

attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

5. **Contract Term.** This Agreement shall be in effect as of \_\_\_\_\_ and shall terminate on \_\_\_\_\_; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to CONSULTANT. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, CONSULTANT shall be paid for all services provided to the date of termination.
6. **Hold Harmless/ Indemnity:** CONSULTANT shall indemnify and save harmless C/CAG from all claims, suits or actions resulting from the performance by CONSULTANT of its duties under this Agreement. C/CAG shall indemnify and save harmless CONSULTANT from all claims, suits or actions resulting from the performance by C/CAG of its duties under this Agreement. The duty of the parties to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
7. **Insurance:** CONSULTANT or its subcontractors performing the services on behalf of CONSULTANT shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. CONSULTANT shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the CONSULTANT's coverage to include the contractual liability assumed by CONSULTANT pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: the CONSULTANT shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: CONSULTANT shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect CONSULTANT, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by CONSULTANT or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

		Required Amount	Approval by C/CAG Staff if Under \$1,000,000
a.	Comprehensive General Liability	\$ 1,000,000	
b.	Workers' Compensation	\$ Statutory	

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8. Non-discrimination. CONSULTANT and its subcontractors performing the services on behalf of the CONSULTANT shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Accessibility of Services to Disabled Persons. CONSULTANT, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in Exhibit A as working on this Agreement, CONSULTANT will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. Sole Property of C/CAG: Any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.

12. Agreement Renewal. This Agreement may be renewed only as specified in Exhibit A.
13. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.
14. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
15. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
16. Notices. All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
**Attention: Project Manager's Name**

Notices required to be given to contractor shall be addressed as follows:

**Consultant**  
**Attention:**

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

CONSULTANT

By \_\_\_\_\_  
Date

By \_\_\_\_\_  
CONSULTANT Legal Counsel

City/County Association of Governments (C/CAG)

By \_\_\_\_\_  
Bob Grassilli  
C/CAG Chair  
Date

By \_\_\_\_\_  
Inga Lintvedt, C/CAG Legal Counsel